

UNITED STATES OF AMERICA
BEFORE THE
BOARD OF GOVERNORS OF THE FEDERAL RESERVE SYSTEM
WASHINGTON, D.C.

Written Agreement by and among

FIRST INTERNATIONAL BANCORP
OF TEXAS, INC.
Plano, Texas

FIRST INTERNATIONAL BANCORP
AMERICA
Reno, Nevada

and

FEDERAL RESERVE BANK OF DALLAS
Dallas, Texas

Docket No. 10-239-WA/RB-HC

WHEREAS, First International Bancorp of Texas, Inc., Plano, Texas (“FIBT”), a registered bank holding company, owns and controls First International Bancorp America, Reno, Nevada (“FIBA”), a registered bank holding company that owns and controls First International Bank, Plano, Texas (the “Bank”), a state-chartered nonmember bank, and several nonbank subsidiaries;

WHEREAS, it is the common goal of FIBT, FIBA, and the Federal Reserve Bank of Dallas (the “Reserve Bank”) to maintain the financial soundness of FIBT and FIBA so that FIBT and FIBA may serve as a source of strength to the Bank;

WHEREAS, FIBT, FIBA, and the Reserve Bank have mutually agreed to enter into this Written Agreement (the “Agreement”); and

WHEREAS, on December 14, 2010, the boards of directors of FIBT and FIBA, at duly constituted meetings, adopted resolutions authorizing and directing Henry G. Summerall to enter into this Agreement on behalf of FIBT and FIBA, and consenting to compliance with each and every provision of this Agreement by FIBT, FIBA, and their institution-affiliated parties, as defined in sections 3(u) and 8(b)(3) of the Federal Deposit Insurance Act, as amended (the “FDI Act”) (12 U.S.C. §§ 1813(u) and 1818(b)(3)).

NOW, THEREFORE, FIBT, FIBA, and the Reserve Bank agree as follows:

Source of Strength

1. The boards of directors of FIBT and FIBA shall take appropriate steps to fully utilize FIBT’s and FIBA’s financial and managerial resources, pursuant to section 225.4(a) of Regulation Y of the Board of Governors of the Federal Reserve System (the “Board of Governors”) (12 C.F.R. § 225.4(a)), to serve as a source of strength to the Bank, including, but not limited to, taking steps to ensure that the Bank complies with the Consent Order entered into with the Federal Deposit Insurance Corporation and the Texas Department of Banking on March 23, 2010, and any other supervisory action taken by the Bank’s federal or state regulator.

Dividends, Distributions, and Other Payments

2. (a) FIBT and FIBA shall not declare or pay any dividends without the prior written approval of the Reserve Bank and the Director of the Division of Banking Supervision and Regulation (the “Director”) of the Board of Governors.

(b) FIBT and FIBA shall not directly or indirectly take dividends or any other form of payment representing a reduction in capital from the Bank without the prior written approval of the Reserve Bank.

(c) FIBT and its nonbank subsidiary shall not make any distributions of interest, principal, or other sums on subordinated debentures or trust preferred securities without the prior written approval of the Reserve Bank and the Director.

(d) All requests for prior approval shall be received by the Reserve Bank at least 30 days prior to the proposed dividend declaration date, proposed distribution on subordinated debentures, and required notice of deferral on trust preferred securities. All requests shall contain, at a minimum, current and projected information on FIBT's capital, earnings, and cash flow; the Bank's capital, asset quality, earnings, and allowance for loan and lease losses; and identification of the sources of funds for the proposed payment or distribution. For requests to declare or pay dividends, FIBT and FIBA must also demonstrate that the requested declaration or payment of dividends is consistent with the Board of Governors' Policy Statement on the Payment of Cash Dividends by State Member Banks and Bank Holding Companies, dated November 14, 1985 (Federal Reserve Regulatory Service, 4-877 at page 4-323).

(e) FIBT and FIBA shall not, directly or indirectly, make any payment of indebtedness, to or on behalf of any of FIBT's or FIBA's Insiders without the prior written approval of the Reserve Bank. For the purposes of the Agreement: (i) "Insider" shall include any of FIBT's or FIBA's current or former executive officers, directors, shareholders, members of their immediate families, related interests thereof, or persons acting on their behalf, and (ii) "immediate family" shall be defined as set forth in section 225.41(b)(3) of Regulation Y of the Board of Governors (12 C.F.R. § 225.41(b)(3)).

Debt and Stock Redemption

3. (a) FIBT, FIBA, and any nonbank subsidiary of FIBT, shall not, directly or indirectly, incur, increase, or guarantee any debt without the prior written approval of the Reserve Bank. All requests for prior written approval shall contain, but not be limited to, a statement regarding the purpose of the debt, the terms of the debt, and the planned source(s) for debt repayment, and an analysis of the cash flow resources available to meet such debt repayment.

(b) FIBT and FIBA shall not, directly or indirectly, purchase or redeem any shares of its stock without the prior written approval of the Reserve Bank.

Compliance with Laws and Regulations

4. (a) In appointing any new director or senior executive officer, or changing the responsibilities of any senior executive officer so that the officer would assume a different senior executive officer position, FIBT and FIBA shall comply with the notice provisions of section 32 of the FDI Act (12 U.S.C. § 1831i) and Subpart H of Regulation Y of the Board of Governors (12 C.F.R. §§ 225.71 *et seq.*).

(b) FIBT and FIBA shall comply with the restrictions on indemnification and severance payments of section 18(k) of the FDI Act (12 U.S.C. § 1828(k)) and Part 359 of the Federal Deposit Insurance Corporation's regulations (12 C.F.R. Part 359).

Progress Reports

5. Within 30 days after the end of each calendar quarter following the date of this Agreement, the board of directors of FIBT and FIBA shall submit to the Reserve Bank written progress reports detailing the form and manner of all actions taken to secure compliance with the

provisions of this Agreement and the results thereof, and a parent company only balance sheet, income statement, and, as applicable, report of changes in stockholders' equity.

Communications

6. All communications regarding this Agreement shall be sent to:

- (a) Mr. Roy O. Weese
Enforcement Examiner
Federal Reserve Bank of Dallas
P.O. Box 655906
Dallas, Texas 75201
- (b) Mr. Henry G. Summerall
President and CEO
First International Bancorp of Texas, Inc.
First International Bancorp America
1912 Avenue K, Suite 204
Plano, Texas 75074

Miscellaneous

7. Notwithstanding any provision of this Agreement, the Reserve Bank may, in its sole discretion, grant written extensions of time to FIBT and FIBA to comply with any provision of this Agreement.

8. The provisions of this Agreement shall be binding upon FIBT, FIBA, and their institution-affiliated parties, in their capacities as such, and their successors and assigns.

9. Each provision of this Agreement shall remain effective and enforceable until stayed, modified, terminated, or suspended in writing by the Reserve Bank.

10. The provisions of this Agreement shall not bar, estop, or otherwise prevent the Board of Governors, the Reserve Bank, or any other federal or state agency from taking any other action affecting FIBT, FIBA, the Bank, any nonbank subsidiary of FIBT, or any of their current or former institution-affiliated parties and their successors and assigns.

11. Pursuant to section 50 of the FDI Act (12 U.S.C. § 1831aa), this Agreement is enforceable by the Board of Governors under section 8 of the FDI Act (12 U.S.C. § 1818).

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the 15th day of December, 2010.

FIRST INTERNATIONAL BANCORP
OF TEXAS, INC.

FEDERAL RESERVE BANK
OF DALLAS

By: /s/ Henry G. Summerall
Henry G. Summerall
President and CEO

By: /s/ Earl Anderson
Earl Anderson
Vice President

FIRST INTERNATIONAL BANCORP
AMERICA

By: /s/ Henry G. Summerall
Henry G. Summerall
President and CEO